

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **FRANK PANAKTALOK JR.**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **TUKTOYAKTUK, NT.**

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

FRANK PANAKTALOK JR.

Respondent/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven hundred thirty dollars (\$730.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of eighty two dollars and ninety two cents (\$82.92).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and repair costs in accordance with the following schedule:
 - a) One payment of no less than two hundred eighty two dollars and ninety two cents (\$282.92) to be paid to the applicant forthwith.

- b) One payment of no less than sixty five dollars (\$65.00) to be paid to the applicant no later than February 1, 2007.
- c) Payments of no less than sixty five dollars (\$65.00) to be paid no later than the first day of each month thereafter until this order is fully satisfied.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of January, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRANK PANAKTALOK JR.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2007

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Frank Panaktalok Jr., respondent

Date of Decision: January 11, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order for payment of the alleged arrears and repair costs and termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5462. The applicant noted that the full unsubsidized rent of \$1215 had been charged for the months of July, August and September, 2006 and January 2007. The applicant stated that a rent of \$32 should have been charged for those months resulting in a balance of rent owing of \$730, calculated as follows:

Balance as per ledger	\$5462
less unsubsidized rent	(4860)
plus rent @ \$32/month	<u>128</u>
Balance owing	\$730

The applicant also provided work orders outlining the repair work and testified that the work was made necessary due to the negligence of the respondent or persons permitted in the premises by the respondent. The outstanding amount of repair costs was \$82.92

The respondent did not dispute the allegations and offered to pay the repair costs and \$200 of the rent arrears immediately. The respondent stated that he would pay the remaining balance in monthly installments of \$65. The applicant agreed to the payment arrangement.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. I find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$730 and repair costs in the amount of \$82.92.

The respondent shall pay the rent arrears and repair costs in accordance with the following schedule and shall pay the monthly rent on time.

- a) One payment of no less than \$282.92 to be paid to the applicant forthwith.
- b) One payment of no less than \$65.00 to be paid to the applicant no later than February 1, 2007.
- c) Payments of no less than \$65.00 to be paid no later than the first day of every month thereafter until this order is fully satisfied.

Should the respondent fail to pay the rent on time or fail to make monthly payments in accordance with this order, the applicant may file another application seeking an order for any outstanding balance of arrears or repair costs and termination of the tenancy agreement.

Hal Logsdon
Rental Officer